



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** July 16, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Kim Heim, Senior Title Examiner *KH*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** Approval and execution of Potable Water Line Easement from City of Maitland, Florida to Orange County, Florida and authorization to disburse funds to pay recording fees and record instrument

**PROJECT:** Burmese Drive - Potable Water Main Utility Easement  
  
District 5

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities.

**ITEM:** Potable Water Line Easement  
Cost: None  
Size: 14,331.24 square feet

**BUDGET:** Account No.: 4420-038-1482-0056-6110

**FUNDS:** \$ 69.50 Payable to Orange County Comptroller  
(recording fees)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Utilities Department  
Risk Management Division

**REMARKS:** The City of Maitland (City) is the owner of a portion of land located within the jurisdictional limits of the City known as Burmese Dr. (Parcel). County has requested that City grant County a Potable Water Line Easement across a portion of the Parcel to provide for access, construction, operation, and maintenance of utility facilities.

County to pay recording fees.

AUG 06 2019

Prepared by and return to:

Clifford B. Shepard, Esq.  
2300 Maitland Center Parkway  
Suite 100  
Maitland, FL 32751

**POTABLE WATER LINE EASEMENT**

THIS POTABLE WATER LINE EASEMENT (the "Easement") is made and entered into this 24 day of June, 2019, by and between the City of Maitland, Florida ("Grantor"), whose mailing address is 1776 Independence Lane, Maitland, Florida, 32751, to Orange County, Florida ("Grantee"), whose mailing address is 425 N. Orange Avenue, Orlando, Florida, 32801. As used herein, the term "Grantee" shall include any successor or assignee of Grantee.

**WITNESSETH:**

WHEREAS, it is necessary to ensure that Grantee has the ability to enter onto certain portions of Grantor's property in order to repair, maintain, replace, and upgrade its existing potable water line; and

WHEREAS, Grantor is willing to grant and convey to Grantee a perpetual, non-exclusive easement in order to permit Grantee to repair, maintain, replace, and upgrade its existing potable water line located on that certain real property described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Easement Parcel").

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION. The recitals above are hereby incorporated by reference and made a part hereof.

2. GRANT. Grantor does hereby grant and convey unto Grantee a perpetual, non-exclusive easement over and upon the Easement Parcel for the purpose of repairing, maintaining, replacing, and upgrading its existing potable water line thereon. Notwithstanding the foregoing, nothing herein shall be construed nor operate to prohibit Grantor, its successors and assigns, and their respective invitees, agents, tenants and occupants, from utilizing the Easement Parcel, including, without limitation, the installation, construction and maintenance of paving, landscaping, irrigation, and other improvements, and for purposes of pedestrian and vehicular access and use.

3. MAINTENANCE. Grantee shall maintain and repair the potable water line within the Easement Parcel (the "Maintenance").

4. INDEMNIFICATION. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature, and such limitations shall apply regardless of whether the underlying claim sounds in contract, equity or tort. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to

assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

5. **BINDING EFFECT; ASSIGNMENT.**

(a) **Runs with the Land.** This Easement shall be effective in perpetuity and shall be deemed to run with the land and bind the parties hereto and their respective successors or assigns.

(b) **Recording and Effective Date.** Grantor and Grantee intend that the provisions herein shall take effect the day and year this instrument is recorded in the Public Records of Orange County, Florida.

6. **ATTORNEYS' FEES; VENUE.** If any legal action or other proceeding or action is brought for the enforcement of this Easement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Easement, each party shall bear its own attorneys' fees, court costs, and all other expenses (including, without limitation, all such fees, costs, and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. The venue for any such proceedings shall be in the State courts of competent jurisdiction sitting in Orange County, Florida.

7. **THIS EASEMENT** reflects the entire agreement between Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set forth in this Easement. This Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Easement may be executed in counterparts and by each party on a separate counterpart, each of which when so executed and

delivered shall be an original, but both of which together shall constitute one instrument. This Easement shall be construed and governed in accordance with the laws of the State of Florida.

TO HAVE AND TO HOLD the said Easement, unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the parties have hereunto set its hand and seal, the day and year first above written.

**Grantor:**

City of Maitland, a Florida municipal corporation

A. Dale McDonald  
A. Dale McDonald, Mayor

Mark Roggenb  
Print Name: Mark Roggenb

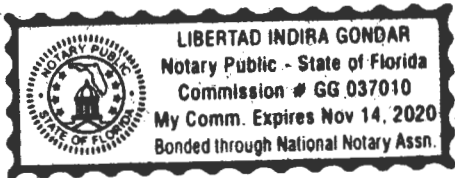
Jennife A. Blais  
Print Name: Jennife A. Blais

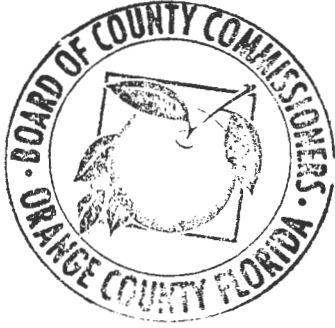
Attest:  
Maria Waldrop  
Maria Waldrop, City Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of June, 2019, by A. DALE McDONALD as Mayor of the City of Maitland, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or who as identification and ~~did~~ did not take an oath.

Libertad Indira Gondar  
Notary Public, State of Florida  
Print Name: Libertad Indira Gondar  
My Commission Expires: Nov. 14, 2020





**Grantee:**

**Orange County Florida**

By: The Board of County Commissioners

By: *Bryan W. Brooks*  
for Jerry L. Demings  
Orange County Mayor

Date: 6 Aug 19

**ATTEST:** Phil Diamond, CPA, County Comptroller,  
as Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

**Katie Smith**

Printed Name

**EXHIBIT "A"**  
**EASEMENT PARCEL**



# SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

## POTABLE WATER MAIN UTILITY EASEMENT CITY OF MAITLAND

### LEGAL DESCRIPTION:

A PORTION OF WINFIELD UNIT 1, AS RECORDED IN PLAT BOOK 34, PAGES 77 THROUGH 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF WINFIELD UNIT 1, AS RECORDED IN PLAT BOOK 34, PAGES 77 THROUGH 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID WINFIELD UNIT 1 RUN N 89°49'43" E, A DISTANCE OF 3.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE N 89°49'43" E, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N 00°06'20" W, A DISTANCE OF 635.92 FEET; THENCE RUN N 29°38'28" E, A DISTANCE OF 104.89 FEET; THENCE RUN N 60°21'32" W, A DISTANCE OF 15.00 FEET; THENCE RUN S 29°38'28" W, A DISTANCE OF 118.95 FEET; THENCE RUN S 00°06'02" E, A DISTANCE OF 631.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.329 ACRES, MORE OR LESS.

### SURVEYORS NOTES:

- 1) SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF WINFIELD UNIT 1, PLAT BOOK 34, PAGES 77-81, BEING N00°06'02"W PER RECORD PLAT.
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, OWNERSHIP OR OTHER MATTERS OF RECORD.

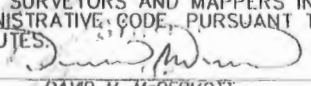
SEE SHEET 2 FOR SKETCH  
REVISED: 02/06/2019  
REVISED: 10/03/2018  
09/05/2018  
SHEET 1 OF 2

OCU FILE # 9719111E

PROJECT: 18060

#### PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

  
DAVID M. McDERMOTT

FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

## Associated Land Surveying & Mapping, Inc.

1681 POWELL STREET LONGWOOD, FLORIDA 32750  
PH (407) 869-5002, FAX (407) 869-8393  
CERTIFICATE OF AUTHORIZATION # LB 6767

# SKETCH AND DESCRIPTION

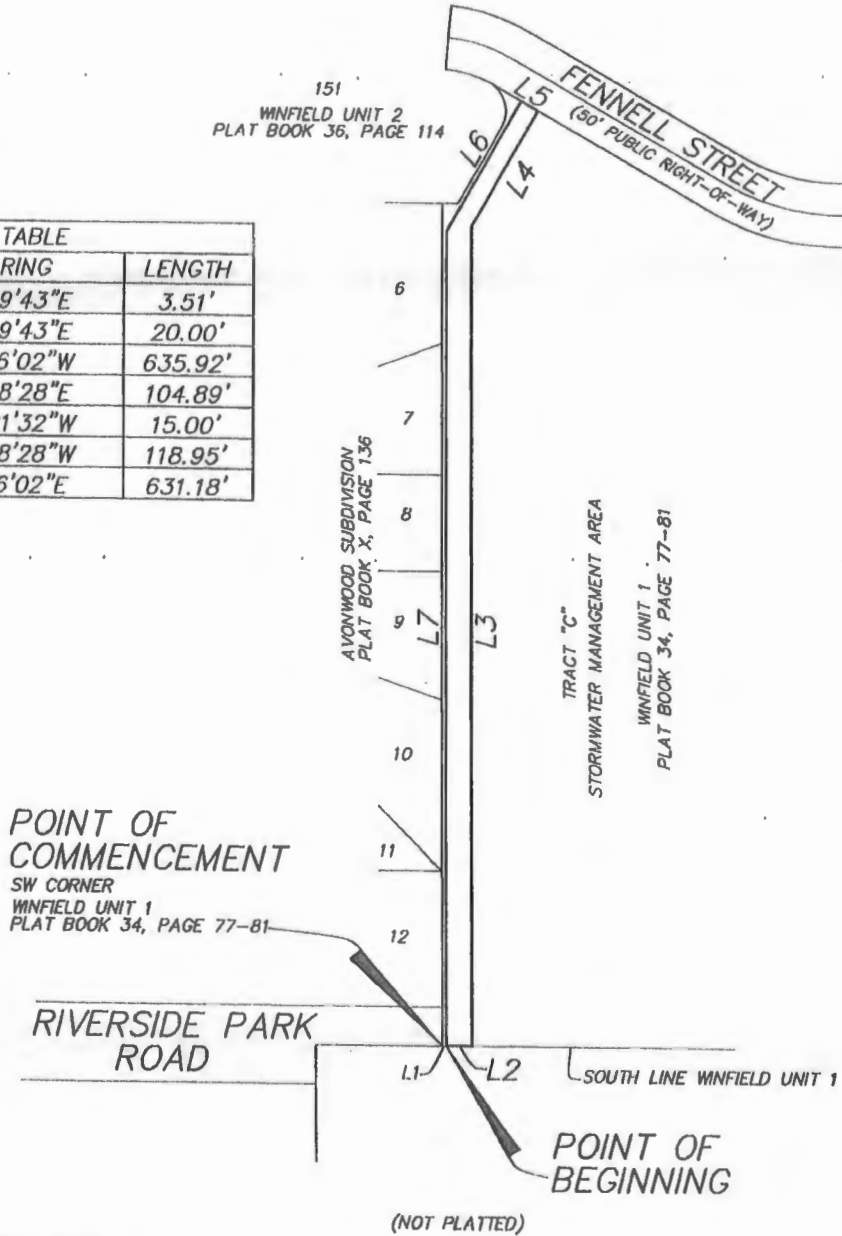
(THIS IS NOT A SURVEY)

POTABLE WATER MAIN  
UTILITY EASEMENT  
CITY OF MAITLAND

151  
WINFIELD UNIT 2  
PLAT BOOK 36, PAGE 114



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°49'43"E	3.51'
L2	N89°49'43"E	20.00'
L3	N00°06'02"W	635.92'
L4	N29°38'28"E	104.89'
L5	N60°21'32"W	15.00'
L6	S29°38'28"W	118.95'
L7	S00°06'02"E	631.18'



**LEGEND:**

- PG. - PAGE
- ORB - OFFICIAL RECORDS BOOK
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = ARC LENGTH

OCU FILE # 97191

PROJECT: 18060

SEE SHEET 1 FOR LEGAL  
REVISED: 02/06/2019  
REVISED: 10/03/2018  
09/05/2018  
SHEET 2 OF 2

**Associated Land Surveying  
& Mapping, Inc.**

1681 POWELL STREET LONGWOOD, FLORIDA 32750  
PH (407) 869-5002, FAX (407) 869-8393  
CERTIFICATE OF AUTHORIZATION # LB 6767

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: 06/12/2019

Total Amount: \$69.50

Project: Burmese Drive – Potable Water Main Utility Easement

Parcels: N/A

Charge to Account # 4420-038-1482-0056-6110

Chas SP 7-22-19  
Controlling Agency Approval Signature Date

Charles S. Parker  
Printed Name:

Teresa L Fansha 6/26/19  
Fiscal Approval Signature Date

Teresa L Fansha 6/26/19  
Printed Name

TYPE TRANSACTION (Check appropriate block(s))  
Pre-Condemnation Post-Condemnation

X N/A District # 5

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- X Advance Payment Requested

\$69.50 Orange County Comptroller  
(recording fees)

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
- X Copy of Executed Instruments
- Certificate of Value
- Settlement Analysis

Payable to: \$69.50 Orange County Comptroller

\*\*\*\*\*  
IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)  
\*\*\*\*\*

Recommended by Kim Heim Date 6/13/19  
Kim Heim, Real Estate Management Division

Payment Approved Paul Sladek Date 6/14/19  
Paul Sladek, Manager, Real Estate Management Division

or  
Payment Approved Russell Corribeau Date  
Russell Corribeau, Asst. Mgr. Real Estate Management Div.

Certified Approved by BCC Kari Mued Date 8/1/19  
Deputy Clerk to the Board

Examined/Approved \_\_\_\_\_ Date \_\_\_\_\_  
Comptroller/Government Grants Check No./Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**AUG 06 2019**